

GUARANTY

THIS GUARANTY ("Guaranty") is executed as of December 28, 1998, by MCDONNELL DOUGLAS CORPORATION, a Maryland corporation ("Guarantor"), for the benefit of VESTAR CALIFORNIA XXII, L.L.C., an Arizona limited liability company ("Buyer"), with reference to the following facts:

R E C I T A L S

A. Concurrently herewith, Buyer is purchasing approximately 27.5 acres of real property located in the City of Los Angeles, California from Guarantor's wholly-owned subsidiary, BOEING REALTY CORPORATION, a California corporation ("Seller"), and, in connection therewith, Seller and Buyer have entered into that certain Environmental Indemnity Agreement of even date herewith (the "Environmental Indemnity"). Unless otherwise defined herein, all capitalized terms used in this Guaranty shall have the same meanings as set forth in the Environmental Indemnity.

B. In connection with the foregoing, Guarantor has agreed to guaranty all of the obligations of Seller under the Environmental Indemnity; and

NOW, THEREFORE, for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby irrevocably and unconditionally guarantees to Buyer and to all other Indemnified Parties and all Additional Indemnified Parties, without deduction by reason of set off, defense or counterclaim, the full and punctual payment, and the performance and observance by Seller of all the sums, terms, covenants, conditions, representations, warranties and indemnities in the Environmental Indemnity to be paid, kept, performed or observed by Seller. If Seller shall at any time default in the performance or observance of any of the terms, covenants, conditions, representations, warranties, or indemnities under the Environmental Indemnity to be kept, performed or observed by Seller, Guarantor, upon notice from an affected Indemnified Party or Additional Indemnified Party (but the delay or failure of Buyer to notify Guarantor of such default shall not serve to relieve Guarantor of any of its obligations hereunder), will keep, perform and observe same, as the case may be, in the place and stead of Seller. This Guaranty is an irrevocable, absolute, continuing guaranty of payment and performance and is not a guaranty of collection. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any guaranteed obligations arising or created after any attempted revocation by Guarantor. Guarantor acknowledges that Guarantor has been provided a copy of the Environmental Indemnity and has read and understands all of the provisions of the Environmental Indemnity. Guarantor acknowledges further that the Environmental Indemnity is a material component of the sale transaction between Seller and Buyer and that Guarantor will derive benefits from the consummation of such sale transaction as the owner of Seller.

2. Notwithstanding any other provision of this Guaranty, Guarantor's obligations under this Guaranty shall be effective only during such periods, if any, that the total net equity of Seller, as determined in accordance with generally accepted accounting principles, consistently applied, is less than \$20,000,000; provided, however, that once a proceeding is initiated under this Guaranty during the period when Seller's net equity is less than \$20,000,000, this Guaranty will remain effective irrespective of any subsequent change in the net equity of Seller.

3. This Guaranty shall apply to any extension or renewal of the Environmental Indemnity.

4. The obligations of Guarantor hereunder shall not be released by any modification, extension, renewal or other amendment of the Environmental Indemnity, regardless of whether Guarantor consents thereto or receives notice thereof; but such modification shall not serve to extend or increase the obligations or liability of Guarantor hereunder unless Guarantor

has expressly consented to the modification or to the provisions of such modification which would give rise to the increased obligation or liability.

5. Any act of an Indemnified Party or Additional Indemnified Party constituting a waiver of any of the terms or conditions of the Environmental Indemnity, or the giving of any consent on any matter or thing relating to the Environmental Indemnity, or the granting of any indulgences or extensions of time to Seller, may be done without notice to Guarantor and without releasing Guarantor from any of its obligations hereunder, as modified by such waiver, consent or extension.

6. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Seller by Buyer or in any creditor's receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of the liability of Seller or the estate of Seller in bankruptcy, or of any remedy for the enforcement of the liability of Seller under the Environmental Indemnity resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court; (c) the rejection or disaffirmance of the Environmental Indemnity in any such proceedings; (d) the assignment or transfer of the Environmental Indemnity by Seller or of all or any portion of Seller's interests thereunder as permitted thereunder; or (e) any disability or other personal defense of Seller.

7. Guarantor further agrees that Guarantor may be joined in any action against Seller in connection with the obligations of Seller under the Environmental Indemnity, and that recovery may be had against Guarantor in any such action. Buyer may enforce the obligations of Guarantor under this Guaranty without first taking any action whatsoever against Seller or its successors and assigns, and Buyer may pursue any other remedy or apply any security Buyer may hold. Guarantor agrees that Guarantor's obligations shall not be affected by any circumstances which constitute a legal or equitable discharge of a guarantor or surety. Until all the covenants and conditions in the Environmental Indemnity to be performed and observed by Seller are fully performed and observed, Guarantor hereby waives all rights and defenses available to Guarantor by reason of California Civil Code Sections 2787 through 2855, inclusive, and Section 3433 as any of the foregoing may be re-codified, including, without limitation, (a) any defenses Guarantor may have to the obligations guaranteed pursuant to this Guaranty by reason of an election of remedies by Buyer, (b) any rights or defenses Guarantor may have by reason of protection afforded to Seller pursuant to the laws of the State of California that limit or discharge the principal's indebtedness, and (c) any rights of subrogation against Seller by reason of any payments or acts of performance by Guarantor hereunder.

8. Until all the covenants and conditions in the Environmental Indemnity to be performed and observed by Seller are fully performed and observed, any liability or indebtedness of Seller now or hereafter held by Guarantor shall be, automatically and without further action by Guarantor or Seller, expressly subordinate to the obligations of Seller to Buyer under the Environmental Indemnity. Guarantor further agrees that, to the extent the waiver of Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Seller or against such collateral or security shall be junior and subordinate to any rights Buyer may have against Seller under the Environmental Indemnity and to all rights, title and interest Buyer may have in such collateral or security under the Environmental Indemnity. Buyer may use, sell or dispose of any item of collateral or security as it determines appropriate without regard to any subrogation and contribution rights Guarantor may have, and upon disposition or sale, any rights of subrogation and contribution Guarantor may have in such collateral or security shall terminate.

9. Guarantor hereby waives presentment, demand, protest demand, notice of protest, demand and of dishonor and non-payment of this Guaranty, and all other demands and notices in connection with the delivery, acceptance, performance, default, or enforcement of this Guaranty.

10. No delay on the part of an Indemnified Party or Additional Indemnified Party in exercising any right hereunder or under the Environmental Indemnity shall operate as

a waiver of such right or of any other right under the Environmental Indemnity or hereunder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or a waiver of the same or any other right on any future occasion.

11. In the event of any litigation between Guarantor and an Indemnified Party or Additional Indemnified Party with respect to the subject matter hereof, the nonprevailing party to such litigation agrees to pay to the prevailing party all fees, costs and expenses thereof, including actual attorneys' fees and other expenses actually and reasonably incurred.

12. This Guaranty constitutes the entire agreement between Buyer and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto. This Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Buyer and any Indemnified Party or Additional Indemnified Party who has acquired rights under the Environmental Indemnity at the time of such proposed change, modification, discharge or termination of this Guaranty.

13. This Guaranty shall be governed by and construed in accordance with the laws of the State of California. The parties further agree that venue shall be proper in the Superior Court or federal district court only in Los Angeles County or Orange County, California, in the event of any litigation between the parties with respect to this Guaranty.

14. Guarantor acknowledges that Guarantor is the parent corporation of Seller, and that any and all notices to or knowledge of Seller shall be conclusively imputed to Guarantor.

15. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by telecopy, and shall be deemed received upon the earlier of (i) three (3) business days after the date of proper mailing by certified U.S. Mail within the State of California, return receipt requested; or (ii) upon actual receipt if given by any other method. The addresses for notices are as follows:

"Buyer" Vestar California XXII, L.L.C.
2425 East Camelback Road, Suite 750
Phoenix, Arizona 85016
Attn: Richard J. Kuhle
Phone: (602) 993-1626 or (602) 553-2644
Fax: (602) 955-2298

"Guarantor" McDonnell Douglas Corporation
Headquarters Building
McDonnell Boulevard and Airport Road
St. Louis, MO 63134
Attention: Daniel J. Summers
Telephone: (314) 232-0232
Facsimile: (314) 777-1007

16. Buyer may assign this Guaranty without in any way affecting the Guarantor's liability hereunder. The terms and provisions contained within this Guaranty shall inure to the benefit of Buyer and its successors and assigns, and shall bind Guarantor and its successors and assigns.

17. Guarantor represents and warrants to Buyer as follows:

(a) No consent of any other person, including, without limitation, any creditors of Guarantor, and no license, permit, approval or authorization of, exemption by, notice or report to, registration, filing or declaration with, any governmental authority is required by Guarantor in connection with this Guaranty or the execution, delivery, performance, validity or enforceability of this Guaranty and all obligations required hereunder. This Guaranty

has been duly executed and delivered by Guarantor, and constitutes the legally valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms.

(b) The execution, delivery and performance of this Guaranty will not violate any provision of any existing law or regulation binding on Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on Guarantor, or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which Guarantor is a party or by which Guarantor or any of Guarantor's assets may be bound, and will not result in, or require, the creation or imposition of any lien on any of Guarantor's property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contractor other agreement, instrument or undertaking.

18. Estoppel and Recognition Certificates. Guarantor, concurrently with the execution and delivery of this Guaranty (provided Buyer has given Guarantor at least 20 days' prior written notice) and thereafter upon twenty (20) days' notice from Buyer or another Indemnified Party or Additional Indemnified Party, shall provide such party with an estoppel certificate confirming (i) the effectiveness of this Guaranty and (ii) the recognition of a prospective purchaser, lessee, lender or other party as an Indemnified Party or Additional Indemnified Party (where such recognition is accurately the case).

19. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

MCDONNELL DOUGLAS CORPORATION, a
Maryland corporation

By: _____

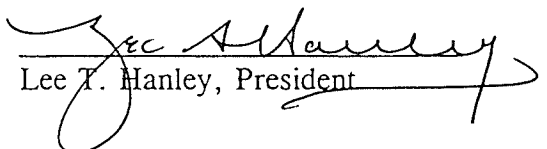
By: _____

BUYER:

VESTAR CALIFORNIA XXII, L.L.C., an
Arizona limited liability company

By: Hanley Investments Limited Partnership, an
Arizona limited partnership, its Managing
Member

By: Hanley Corporation, an Arizona
corporation, its General Partner

By: 
Lee T. Hanley, President

has been duly executed and delivered by Guarantor, and constitutes the legally valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms.

(b) The execution, delivery and performance of this Guaranty will not violate any provision of any existing law or regulation binding on Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on Guarantor, or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which Guarantor is a party or by which Guarantor or any of Guarantor's assets may be bound, and will not result in, or require, the creation or imposition of any lien on any of Guarantor's property, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

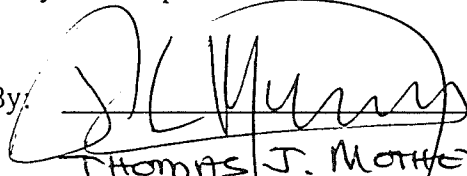
18. Estoppel and Recognition Certificates. Guarantor, concurrently with the execution and delivery of this Guaranty (provided Buyer has given Guarantor at least 20 days' prior written notice) and thereafter upon twenty (20) days' notice from Buyer or another Indemnified Party or Additional Indemnified Party, shall provide such party with an estoppel certificate confirming (i) the effectiveness of this Guaranty and (ii) the recognition of a prospective purchaser, lessee, lender or other party as an Indemnified Party or Additional Indemnified Party (where such recognition is accurately the case).

19. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

MCDONNELL DOUGLAS CORPORATION, a
Maryland corporation

By: 
THOMAS J. MOTHERWAY,
By: AUTHORIZED SIGNATORY

BUYER:

VESTAR CALIFORNIA XXII, L.L.C., an
Arizona limited liability company

By: Hanley Investments Limited Partnership, an
Arizona limited partnership, its Managing
Member

By: Hanley Corporation, an Arizona
corporation, its General Partner

By: _____
Lee T. Hanley, President